AMENDMENT OF SOLICITA	TION/MODIF	ICATION OF CONTRACT	1. CONTRACT	ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICITA	TION/MODIF	TEATION OF CONTRACT			1 29
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT 1	NO.(Ifapplicable)
P00012	09-Oct-2018	SEE SCHEDULE			
6. ISSUED BY CODE	N68836	7. ADMINISTERED BY (Ifother than item 6)	COI	DE	
NAVSUP FLC JACKSONVILLE CONTRACTS DIV SUSAN GRIFFITH 110 YORKTOWN AVE, 3RD FLOOR NAS JACKSONVILLE FL 32212-0097		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (I	No., Street, County, S	tate and Zip Code)	9A. AMENDMI	ENT OF SOI	LICITATION NO.
METSON MARINE SERVICES, INC. DAN RANDOPOULOS 2080 KNOLL DR #100 VENTURA CA 93003-7391			9B. DATED (SE	EE ITEM 11)
VENTURA CA 95000-7091			X 10A. MOD. OF N6883617C000	CONTRACT	Γ/ORDER NO.
CODE 1WMH7	D. CH. ITH CO.D.	D 414/6/11/17	10B. DATED (X 06-Sep-2017	SEE ITEM 1	13)
	FACILITY COD	E IVVIVITA PPLIES TO AMENDMENTS OF SOLI	00 COP 2011		
The above numbered solicitation is amended as set forth	in Item 14. The hour and d	late specified for receipt of Offer	is extended,	is not exten	ded.
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegramwhich includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. Ifby virtue of this amendment you desire to change an offer already submitted, such change may be made by telegramor letter, provided each telegramor letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DA See Schedule	l'A (If required)				
		O MODIFICATIONS OF CONTRACT			
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OT HER (Specify type of modification and a FAR 52.217-9 Option to Extend the Term of the					
E. IMPORTANT: Contractor is not,	is required to sign	this document and return1	copies to the issuing	g office.	
 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: nbzspg011817625 The purpose of this modification is to: Pursuant to the authority of FAR 52.217-9, the Government hereby exercises Option Year I and extends the period of performance commencing 09 October 2018 through 08 October 2019. 					
2. Wage Determination (WD) No. 2015-4559, Revision 8, dated 03 July 2018, WD No. 2010-0147, Revision 7, dated 21 February 2018, and WD No. 2015-0213, Revision 11, dated 09 July 2018 are hereby incorporated by full text and shall apply to the Period of Performance for exercised Option Year I.					
3. Add DFARS clause 252.232-7007, Limitation of Government's Obligation.					
4. All other terms and conditions remain unchanged. See Summary of Changes for details.					
Except as provided herein, all terms and conditions of the doc		A or 10A, as heretofore changed, remains uncha	nged and in full force and	effect.	
15A. NAME AND TITLE OF SIGNER (Type or p	orint)	16A. NAME AND TITLE OF CO		CER (Type o	or print)
	l	TEL: 904-542-1657	EMAIL: elaine.flore		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	(A)	RICA -	160	C. DATE SIGNED
(Signature of manage and having the sign)		BY (Signature of Contracting Of	Figur)	03	3-Oct-2018
(Signature of person authorized to sign)		(Signature of Contracting Of	ricer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text: WAGE DETERMINATIONS

Pursuant to FAR 52.222-43 entitled "Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts) (May 2014), the US Department of Labor Register of Wage Determination No.'s 2015-4559, Revision 8, dated 03 July 2018, 2010-0147, Revision 7, dated 21 February 2018, and 2015-0213, Revision 11, dated 09 July 2018 are hereby incorporated by full text.

Accordingly, the Contractor shall notify the Contracting Officer in writing of any increases under this clause. If there is a change within the Wage Determination, whether it is the hourly rate or health and welfare, a request for equitable adjustment setting forth the effect of the new wage determination in the cost of contract performance should be submitted to the Contracting Officer no later than thirty (30) days from receipt of this modification. A copy of payroll records (3 to 6 months) should accompany the request for equitable adjustment.

WD 15-4559 (Rev.-8) was first posted on www.wdol.gov on 07/10/2018

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR

EMPLOYMENT STANDARDS ADMINISTRATION

WAGE AND HOUR DIVISION

WASHINGTON D.C. 20210

Daniel W. Simms Division of Director Wage Determinations

Wage Determination No.: 2015-4559
Revision No.: 8
Date Of Revision: 07/03/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

State: Florida

Area: Florida County of Bay

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE FOOTNOTE RATE

01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I 13.55

01012 - Accounting Clerk II 15.21

01013 - Accounting Clerk III 17.02

01020 - Administrative Assistant 20.69

01035 - Court Reporter 16.86

		1 uge 5 01 .
01041	- Customer Service Representative I	10.86
	- Customer Service Representative II	12.22
	- Customer Service Representative III	13.33
	- Data Entry Operator I	13.22
	- Data Entry Operator II	14.42
	- Dispatcher, Motor Vehicle	17.68
	- Document Preparation Clerk	13.43
	- Duplicating Machine Operator	13.43
01111	- General Clerk I	11.80
01112	- General Clerk II	12.87
01113	- General Clerk III	14.45
01120	- Housing Referral Assistant	18.80
	- Messenger Courier	12.98
01191	- Order Clerk I	14.28
01192	- Order Clerk II	15.59
	- Personnel Assistant (Employment) I	14.88
	- Personnel Assistant (Employment) II	16.65
	- Personnel Assistant (Employment) III	18.56
	- Production Control Clerk	23.00
	- Rental Clerk	11.72
	- Scheduler, Maintenance	15.07
	- Secretary I	15.07
	- Secretary II	16.86
	- Secretary III	18.80
	- Service Order Dispatcher	15.80
	- Supply Technician	20.69
	- Survey Worker	15.69
	- Switchboard Operator/Receptionist	12.54
	- Travel Clerk I - Travel Clerk II	11.53 12.17
	- Travel Clerk III	12.17
	- Word Processor I	13.43
	- Word Processor II	15.43
	- Word Processor III	16.86
	Automotive Service Occupations	10.00
	- Automobile Body Repairer, Fiberglass	19.27
	- Automotive Electrician	17.51
	- Automotive Glass Installer	16.59
	- Automotive Worker	16.59
	- Mobile Equipment Servicer	14.75
	- Motor Equipment Metal Mechanic	18.44
	- Motor Equipment Metal Worker	16.59
05190	- Motor Vehicle Mechanic	18.44
05220	- Motor Vehicle Mechanic Helper	13.77
05250	- Motor Vehicle Upholstery Worker	15.70
05280	- Motor Vehicle Wrecker	16.59
05310	- Painter, Automotive	17.51
05340	- Radiator Repair Specialist	16.59
05370	- Tire Repairer	13.79
05400	- Transmission Repair Specialist	18.44
	Food Preparation And Service Occupations	
	- Baker	12.74
	- Cook I	11.69
	- Cook II	13.37
	- Dishwasher	9.22
	- Food Service Worker	11.37
	- Meat Cutter	15.14
	- Waiter/Waitress	9.65
	Furniture Maintenance And Repair Occupations	1.0 0.4
	- Electrostatic Spray Painter - Furniture Handler	16.94
	- Furniture Handler - Furniture Refinisher	12.50 16.94
03000	I MINITURE VETINISHET	10.94

N6883617C0004 P00012 Page 4 of 29 09090 - Furniture Refinisher Helper 13.32 09110 - Furniture Repairer, Minor 15.19 09130 - Upholsterer 16.94 11000 - General Services And Support Occupations 11030 - Cleaner, Vehicles 9.82 11060 - Elevator Operator 10.80 11090 - Gardener 15.08 11122 - Housekeeping Aide 11.70 11150 - Janitor 11.70 11210 - Laborer, Grounds Maintenance 11.78 11240 - Maid or Houseman 9.91 11260 - Pruner 10.73 11270 - Tractor Operator 13.90 11330 - Trail Maintenance Worker 11.78 11360 - Window Cleaner 12.84 12000 - Health Occupations 12010 - Ambulance Driver 16.77 12011 - Breath Alcohol Technician 16.04 12012 - Certified Occupational Therapist Assistant 25.31 12015 - Certified Physical Therapist Assistant 24.14 12020 - Dental Assistant 16.45 12025 - Dental Hygienist 28.58 12030 - EKG Technician 24.31 12035 - Electroneurodiagnostic Technologist 24.31 12040 - Emergency Medical Technician 16.77 12071 - Licensed Practical Nurse I 14.99 12072 - Licensed Practical Nurse II 16.77 12073 - Licensed Practical Nurse III 18.70 12100 - Medical Assistant 14.16 12130 - Medical Laboratory Technician 19.95 12160 - Medical Record Clerk 14.41 12190 - Medical Record Technician 16.13 12195 - Medical Transcriptionist 14.53 12210 - Nuclear Medicine Technologist 39.84 12221 - Nursing Assistant I 11.09 12222 - Nursing Assistant II 12.46 12223 - Nursing Assistant III 13.60 12224 - Nursing Assistant IV 15.27 12235 - Optical Dispenser 18.13 12236 - Optical Technician 14.99 12250 - Pharmacy Technician 13.95 12280 - Phlebotomist 15.27 12305 - Radiologic Technologist 24.00 12311 - Registered Nurse I 22.35 12312 - Registered Nurse II 27.34 12313 - Registered Nurse II, Specialist 27.34 12314 - Registered Nurse III 33.08 12315 - Registered Nurse III, Anesthetist 33.08 12316 - Registered Nurse IV 39.66 12317 - Scheduler (Drug and Alcohol Testing) 20.09 12320 - Substance Abuse Treatment Counselor 19.69 13000 - Information And Arts Occupations 13011 - Exhibits Specialist I 16.83 13012 - Exhibits Specialist II 20.86 13013 - Exhibits Specialist III 25.51 13041 - Illustrator I 16.83

20.86

25.51

23.09

12.79 20.86

13042 - Illustrator II

13047 - Librarian

Administrator

13043 - Illustrator III

13050 - Library Aide/Clerk

13054 - Library Information Technology Systems

			N6883617C0004 P00012 Page 5 of 29
13059	- Library Technician		16.74
	- Media Specialist I		15.05
	- Media Specialist II		16.83
	- Media Specialist III		18.77
	- Photographer I		15.05
	- Photographer II		16.83
	- Photographer III		20.86
	- Photographer IV		25.51
	- Photographer V		30.86
	- Technical Order Library Clerk		16.06
	- Video Teleconference Technician		15.05
	Information Technology Occupations		
	- Computer Operator I		13.27
14042	- Computer Operator II		15.77
14043	- Computer Operator III		17.93
14044	- Computer Operator IV		20.80
14045	- Computer Operator V		21.87
14071	- Computer Programmer I	(see 1)	24.10
14072	- Computer Programmer II	(see 1)	
14073	- Computer Programmer III	(see 1)	
	- Computer Programmer IV	(see 1)	
	- Computer Systems Analyst I	(see 1)	
14102	- Computer Systems Analyst II	(see 1)	
	- Computer Systems Analyst III	(see 1)	
	- Peripheral Equipment Operator		13.27
	- Personal Computer Support Technician		20.80
	- System Support Specialist		22.74
	Instructional Occupations		0.0
	- Aircrew Training Devices Instructor (Non-Rated)		28.60
	- Aircrew Training Devices Instructor (Rated)		34.60
	- Air Crew Training Devices Instructor (Pilot)		41.48
	- Computer Based Training Specialist / Instructor		28.60 24.59
	- Educational Technologist - Flight Instructor (Pilot)		41.48
	- Graphic Artist		20.62
	- Maintenance Test Pilot, Fixed, Jet/Prop		41.48
	- Maintenance Test Pilot, Rotary Wing		41.48
	- Non-Maintenance Test/Co-Pilot		41.48
	- Technical Instructor		19.14
	- Technical Instructor/Course Developer		23.42
	- Test Proctor		15.46
15120	- Tutor		15.46
16000 -	Laundry, Dry-Cleaning, Pressing And Related Occup	ations	
16010	- Assembler		9.65
16030	- Counter Attendant		9.65
16040	- Dry Cleaner		11.13
16070	- Finisher, Flatwork, Machine		9.65
	- Presser, Hand		9.65
	- Presser, Machine, Drycleaning		9.65
	- Presser, Machine, Shirts		9.65
	- Presser, Machine, Wearing Apparel, Laundry		9.65
	- Sewing Machine Operator		11.61
	- Tailor		12.12
	- Washer, Machine		10.13
	Machine Tool Operation And Repair Occupations		10 60
	- Machine-Tool Operator (Tool Room)		18.63
	- Tool And Die Maker		23.23
	Materials Handling And Packing Occupations		14.12
	- Forklift Operator - Material Coordinator		23.84
	- Material Coordinator - Material Expediter		23.84
	- Material Handling Laborer		11.32
21000			11.02

	8
21071 - Order Filler	11.00
21080 - Production Line Worker (Food Processing)	14.12
21110 - Shipping Packer	16.01
21130 - Shipping/Receiving Clerk	16.01
21140 - Store Worker I	11.61
21150 - Stock Clerk	15.68
21210 - Tools And Parts Attendant	14.12
21410 - Warehouse Specialist	14.12
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.76
23019 - Aircraft Logs and Records Technician	19.26
23021 - Aircraft Mechanic I	22.63
23022 - Aircraft Mechanic II	23.76
23023 - Aircraft Mechanic III	24.95
23040 - Aircraft Mechanic Helper	16.90
23050 - Aircraft, Painter	20.49
23060 - Aircraft Servicer	19.26
23070 - Aircraft Survival Flight Equipment Technician	20.49
23080 - Aircraft Worker	20.35
23091 - Aircrew Life Support Equipment (ALSE) Mechanic	20.35
I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	22.63
	1.6.04
23110 - Appliance Mechanic	16.94
23120 - Bicycle Repairer	15.34
23125 - Cable Splicer	21.68
23130 - Carpenter, Maintenance	18.17
23140 - Carpet Layer	17.55
23160 - Electrician, Maintenance	20.88
23181 - Electronics Technician Maintenance I	25.23
23182 - Electronics Technician Maintenance II	26.80
23183 - Electronics Technician Maintenance III	28.48
23260 - Fabric Worker	16.44
23290 - Fire Alarm System Mechanic	19.80
23310 - Fire Extinguisher Repairer	15.34
23311 - Fuel Distribution System Mechanic 23312 - Fuel Distribution System Operator	19.80
23370 - General Maintenance Worker	15.89 16.85
23380 - Ground Support Equipment Mechanic	22.63
23381 - Ground Support Equipment Servicer	19.26
23382 - Ground Support Equipment Worker	20.35
23382 - Ground Support Equipment Worker 23391 - Gunsmith I	15.34
	17.55
23392 - Gunsmith II 23393 - Gunsmith III	19.80
23410 - Heating, Ventilation And Air-Conditioning	20.59
Mechanic	20.39
23411 - Heating, Ventilation And Air Contidioning	21.61
Mechanic (Research Facility)	21.01
23430 - Heavy Equipment Mechanic	21.83
23440 - Heavy Equipment Operator	19.31
23460 - Instrument Mechanic	19.80
23465 - Laboratory/Shelter Mechanic	18.63
23470 - Laborer	11.32
23510 - Locksmith	18.63
23530 - Machinery Maintenance Mechanic	22.41
23550 - Machinist, Maintenance	23.08
23580 - Maintenance Trades Helper	13.99
23591 - Metrology Technician I	19.80
23592 - Metrology Technician II	20.94
23593 - Metrology Technician III	22.07
23640 - Millwright	20.81
23710 - Office Appliance Repairer	17.79
	± . • . 3

30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)

28.97

	- 1.81 5 5 - 1
30021 - Archeological Technician I	16.53
30022 - Archeological Technician II	18.49
30023 - Archeological Technician III	22.91
30030 - Cartographic Technician	22.91
30040 - Civil Engineering Technician	25.82
30051 - Cryogenic Technician I	25.08
30052 - Cryogenic Technician II	27.70
30061 - Drafter/CAD Operator I	16.53
30062 - Drafter/CAD Operator II	18.49
30063 - Drafter/CAD Operator III	20.63
30064 - Drafter/CAD Operator IV	25.37
30081 - Engineering Technician I	15.73
30082 - Engineering Technician II	17.67
30083 - Engineering Technician III	19.78
30084 - Engineering Technician IV	24.51
30085 - Engineering Technician V	29.98
30086 - Engineering Technician VI	36.27
30090 - Environmental Technician	22.91
30095 - Evidence Control Specialist	22.65
30210 - Laboratory Technician	20.63
30221 - Latent Fingerprint Technician I	25.08
30222 - Latent Fingerprint Technician II	27.70
30240 - Mathematical Technician	22.91
30361 - Paralegal/Legal Assistant I	18.76
30362 - Paralegal/Legal Assistant II	23.23
30363 - Paralegal/Legal Assistant III	28.43
30364 - Paralegal/Legal Assistant IV	34.39
30375 - Petroleum Supply Specialist	27.70
30390 - Photo-Optics Technician	20.83
30395 - Radiation Control Technician	27.70
30461 - Technical Writer I	22.65
30462 - Technical Writer II	27.70
30463 - Technical Writer III	33.53
30491 - Unexploded Ordnance (UXO) Technician I	24.24
30492 - Unexploded Ordnance (UXO) Technician II	29.33
30493 - Unexploded Ordnance (UXO) Technician III	35.16
30494 - Unexploded (UXO) Safety Escort	24.24
30495 - Unexploded (UXO) Sweep Personnel	24.24
30501 - Weather Forecaster I	25.08
30502 - Weather Forecaster II	30.51
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.63
Surface Programs	22 01
30621 - Weather Observer, Senior (see 2)	22.91
31000 - Transportation/Mobile Equipment Operation Occupations	29.33
31010 - Airplane Pilot 31020 - Bus Aide	
31030 - Bus Driver	13.05
31043 - Driver Courier	17.94 12.87
31260 - Parking and Lot Attendant	11.57
31290 - Shuttle Bus Driver	13.86
31310 - Taxi Driver	11.05
31361 - Truckdriver, Light	13.86
31362 - Truckdriver, Medium	14.86
31363 - Truckdriver, Heavy	19.15
31364 - Truckdriver, Tractor-Trailer	19.15
99000 - Miscellaneous Occupations	17.13
99020 - Cabin Safety Specialist	14.30
99030 - Cashier	9.35
99050 - Desk Clerk	12.20
99095 - Embalmer	23.46
99130 - Flight Follower	24.24
99251 - Laboratory Animal Caretaker I	15.04

99252 - Laboratory Animal Caretaker II	16.20
99260 - Marketing Analyst	22.83
99310 - Mortician	23.46
99410 - Pest Controller	14.15
99510 - Photofinishing Worker	12.74
99710 - Recycling Laborer	18.47
99711 - Recycling Specialist	20.60
99730 - Refuse Collector	16.36
99810 - Sales Clerk	13.02
99820 - School Crossing Guard	12.95
99830 - Survey Party Chief	21.98
99831 - Surveying Aide	13.17
99832 - Surveying Technician	19.99
99840 - Vending Machine Attendant	16.96
99841 - Vending Machine Repairer	20.93
99842 - Vending Machine Repairer Helper	16.96

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 7 years, and 4 weeks after 11 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All

operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6 (b) (2) (iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of Director Wage Determinations

Wage Determination No.: 2010-0147

Revision No.: 7

Date Of Last Revision: 02/21/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract

in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

 ${\tt NATIONWIDE:}\$ This wage determination applies to the United States East, Gulf and West Coasts

Licensed Marine Engineers - See Wage Determination 2014-0800

Masters and Mates Employees - See Wage Determination 2014-0801

Fringe Benefits Required Follow the Occupational Listing

Employed on contract for operation and maintenance of deep sea vessels in the above locality (based on Union Dominance (Seafarers International Union):

UNLICENSED EMPLOYEES:

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
47010 - Boatswains		
Freight		163.33 Daily
Tanker		168.31 Daily
47020 - Chief Cook/Steward		100.51 Daily
Chief Cook - Freight		128.40 Daily
Chief Cook - Tanker		132.36 Daily
Steward Assistant - Freight		85.29 Daily
Steward Assistant - Tanker		84.48 Daily
Steward/Baker - Freight		163.33 Daily
Steward/Baker - Tanker		168.31 Daily
47050 - Electrician		174.76 Daily
47060 - Engine Utilityman		I'I'' O Daily
General Utility Deck/Engine - Freight		102.17 Daily
General Utility Deck/Engine - Tanker		101.19 Daily
QMED (Unlicensed Junior Engineers) -		163.33 Daily
Freight		
QMED (Unlicensed Junior Engineers) -		168.31 Daily
Tanker		
47090 - Oiler/Diesel Oiler		
Oiler - Freight		109.98 Daily
Oiler - Tanker		110.21 Daily
47401 - Seaman		2
Ab Dayworker - Freight		122.83 Daily
Ab Dayworker - Tanker		125.22 Daily
Able Seaman - Freight		109.98 Daily
Able Seaman - Tanker		110.21 Daily
Ordinary Seaman - Freight		85.97 Daily
Ordinary Seaman - Tanker		87.38 Daily
47801 - Wiper		101.19 Daily
		_

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

- 1/ Health and welfare, pension, and training contribution of \$82.06 per day per man.
- 2/ Paid Vacation: Employer contribution of 58 percent of base pay per may per day.
- 3/ 10 Paid holidays per year: New Year's Day, Labor Day, Martin Luther King's Birthday, Independence Day, Columbus Day, President's Day, Veterans Day, Memorial Day, Thanksgiving Day, Christmas Day
- 4/ Training and Hiring Fund: \$19.80 per man per day.
- 5/ Money Purchase Pension Contribution: Five (5%) of base wage per man per day.
- 6/ Penalty Rate: The rates specified below shall be paid for following work.
- (a) Penalty cargoes, longshore work, restriction to ship, removing soot from the stack; cleaning bilges and oil spills, tank cleaning, Steering Engine Room

and Bow Truster Room.

When the Unlicensed personnel is required to work explosives at any time, they shall be paid for such work in addition to their regular monthly wages at the rate of ten dollars (\$10.00) per hour unless a higher rate is specified.

- 7/ OFF WATCH: Monday through Friday Group I \$34.64; Group II \$24.08, Group III \$19.
- $8/\,$ ON WATCH: Saturdays, Sundays and Holidays Group I \$22.12; Group II \$17.74, Group III \$15.78.
- 9/ Tank Cleaning:
- (a) OFF WATCH: Monday through Friday Group I \$37.28; Group II \$25.88; Group III \$27.

(b) ON WATCH: Saturdays, Sundays and Holidays Group I \$48.95; Group II 34.26; Group III \$29.67

GENERAL NOTE

I. In determining the class of vessel, horsepower shall be taken from the Record of the American Bureau of Shipping and admeasurement of tonnage as determined by the U.S. Coast Guard, Marine Inspection, Admeasurement Section. Power tonnage is the sum of the gross tons figure added to the horsepower figure.

Classification of Vessels

CLASS	SINGLE SCREW	POWER TONNAGE
A-4		70,001 AND OVER
A-3		45,001 TO 70,000
A-2		35,001 TO 45,000
A-1		25,001 TO 35,000
A		17,001 TO 25,000
В		12,001 TO 17,000
С		7,501 TO 12,000
D		5,001 TO 7,500
E		LESS THAN 5,001
TV	VIN SCREW	
A-4		51,000 AND OVER
A-3		35,001 TO 51,000
A-2		28,001 TO 35,000

A-1	20,001 TO 28,000
A	15,001 TO 20,000
В	9,001 TO 15,000
C	5,501 TO 9,000
D	3,501 TO 5,500
E	LESS THAN 3,501

- II. Terms utilized in this wage determination not otherwise defined herein shall have meanings and definitions as utilized in the U.S. Coast Guard Regulations and Policy issued pursuant to Title 46 USC and as published by the U.S. Coast Guard in the following publications and others:
 - 46 CFR Parts 1, 10, 15, 26, 35, 157, 175, 185, 186, and 187 as published in the U.S. Federal Register.
 - U.S. Coast Guard Commandant Instruction COMDTINST MI6000.3, Marine Safety Manual, Volume III-Marine Industry Personnel.
- III. The term "service employee" does not include any employee who qualifies as an executive, administrative, or professional employee as those terms are identified in Regulations, Part 541, issued under the Fair Standards Act. (See CFR, Part 541.)
- IV. Subsistence and Quarters: Subsistence and quarters of equivalent value thereof may not be credited toward the provision of minimum wages and fringe benefits required herein.
- V. This wage determination applies to United States East, West, and Gulf Coasts.
- ** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-0213

Revision No.: 11

Wage Determinations | Date Of Last Revision: 07/09/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

Nationwide applicable in: Alaska, Alabama, American Samoa, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Guam, Hawaii, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Oregon, Puerto Rico, Rhode Island, South Carolina, Texas, Virginia, Washington, Wisconsin

Fringe Benefits Required Follow the Occupational Listing

Employed on contract for tugboats and other coastal vessels.

47080 - General Vessel Assistant (not set) - Captain, Harbor Tug (not set) - Deckhand, Harbor Tug (not set) - Engineer, Harbor Tug	170.40 Daily 257.76 Daily 162.24 Daily 216.84 Daily

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month

(Hawaii): \$1.91 per hour, or \$76.40 per week, or \$331.07 per month for all

employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.41 per hour.

HEALTH & WELFARE (Hawaii) EO 13706: \$1.63 per hour, or \$65.20 per week, or \$282.53 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.13 per hour.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S.

Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6 (b) (2) (iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS **

Captain, Harbor Tug

Qualified tug master and operator in charge of the tugboat, its personnel, its operation and maintenance. The Captain is a radio operator, understands and operates radar and other navigational aids used in conjunction with tug-ship operations and tug-barge operations bother harbor and ocean. This person must also be qualified in administrative ship business and overall charge of maintenance of the vessel. Must hold appropriate Coast Guard documentation/license.

Deckhand, Harbor Tug

Qualified seaman capable of performing all duties related to tugboat servicing ships and barges both in the harbor and at sea. Must hold appropriate Coast Guard documentation/license.

Engineer, Harbor Tug

Qualified engineer in the operation, the maintenance, both corrective and

preventative, and overall supervisor in the proper operation and maintenance of all machinery, both main and auxiliary and electrical and other mechanical gear aboard the tugboat. Also must have administrative ability to keep records and maintain the inventory of parts, tools, fuel, etc. Must hold appropriate Coast Guard documentation/license.

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line item(s) 1002AA, 1002AB, 1002AC, 1002AD, 1002AE, 1003AA, 1003AB, 1003AC, 1003AD, and 1003AE is/are incrementally funded. For this/these item(s), the sum of \$419,319.94 of the total price of \$1,158,524.95 is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of P00012: \$419,319.94

Funding for the following CLINs in the amount of \$0.00 is presently available. The Government will allot the remaining funds up to \$13,524.95 on or before 8 October 2019:

CLIN 1002AA: \$0 (of total \$1,522.50) CLIN 1002AB: \$0 (of total \$1,218.00) CLIN 1002AC: \$0 (of total \$2,030.00) CLIN 1002AD: \$0 (of total \$5,328.75) CLIN 1002AE: \$0 (of total \$3,425.70)

Funding for the following CLINs in the amount of \$419,319.94 is presently available. The Government will allot the remaining funds up to \$725,680.06 on or before 8 October 2019 based on approved purchases.

CLIN 1003AA: \$5,000.00 (of total \$75,000) CLIN 1003AB: \$5,000.00 (of total \$25,000) CLIN 1003AC: \$5,000.00 (of total \$25,000) CLIN 1003AD: \$404,319.94 (of total \$1,000,000)

CLIN 1003AE: \$0 (of total \$20,000)

(End of clause)

The following have been deleted:

252.232-7007

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$3,194,115.81 from \$3,143,232.66 to \$6,337,348.47.

SUPPLIES OR SERVICES AND PRICES

CLIN 1001

The option status has changed from Option to Option Exercised.

SUBCLIN 1001AA

The option status has changed from Option to Option Exercised. The MILSTRIP N0610A19RCP4901 has been added.

SUBCLIN 1001AB

The option status has changed from Option to Option Exercised. The MILSTRIP M0605019RCQQ002 has been added.

SUBCLIN 1001AC

The option status has changed from Option to Option Exercised. The MILSTRIP F2MTR28241GW01 has been added.

CLIN 1002

The option status has changed from Option to Option Exercised.

SUBCLIN 1002AA

The option status has changed from Option to Option Exercised.

SUBCLIN 1002AB

The option status has changed from Option to Option Exercised.

SUBCLIN 1002AC

The option status has changed from Option to Option Exercised.

SUBCLIN 1002AD

The option status has changed from Option to Option Exercised.

SUBCLIN 1002AE

The option status has changed from Option to Option Exercised.

CLIN 1003

The option status has changed from Option to Option Exercised.

SUBCLIN 1003AA

The option status has changed from Option to Option Exercised. The MILSTRIP N0610A19RCP4902 has been added.

SUBCLIN 1003AB

The option status has changed from Option to Option Exercised. The MILSTRIP M0605019RCOO002 has been added.

SUBCLIN 1003AC

The option status has changed from Option to Option Exercised. The MILSTRIP F2MTR28241GW01 has been added.

SUBCLIN 1003AD

The CLIN extended description has changed from:

Option I-NTE Supplies and Services. The not to exceed (NTE) amount of \$100,000.00 is established under this contract for supplies and services. This SubClin will be incrementally funded based on approved purchases. Total Estimated cost could increase due to operational commitments or emergency conditions, in accordance with paragraph 15.5 of the Performance Work Statement. (POP 09 Oct 2018-08 Oct 2019)

To:

Option I-NTE Supplies and Services. The not to exceed (NTE) amount of \$1,000,000.00 is established under this contract for supplies and services. This SubClin will be incrementally funded based on approved purchases. Total Estimated cost could increase due to operational commitments or emergency conditions, in accordance with paragraph 15.5 of the Performance Work Statement. (POP 09 Oct 2018-08 Oct 2019)

The option status has changed from Option to Option Exercised. The MILSTRIP N0610A19RCP4900 has been added.

SUBCLIN 1003AE

The option status has changed from Option to Option Exercised.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$2,454,910.80 from \$2,530,963.76 to \$4,985,874.56.

SUBCLIN 1001AA:

AJ: 1791804 22M1 251 3595P 056521 2D CP4901 00 0610A9BTBLQQ (CIN N0610A19RCP49011001AA) was increased by \$1,757,007.96 from \$0.00 to \$1,757,007.96

The contract ACRN AJ has been added.

The CIN N0610A19RCP49011001AA has been added.

The Cost Code 0610A9BTBLQQ has been added.

SUBCLIN 1001AB:

AK: 1791106 3B1D 252 67856 067443 2D 3B1D 00 05019RCQQ002 (CIN M0605019RCQQ0021001AB) was increased by \$133,235.30 from \$0.00 to \$133,235.30

The contract ACRN AK has been added.

The CIN M0605019RCOO0021001AB has been added.

The Cost Code 05019RCQQ002 has been added.

SUBCLIN 1001AC:

AL: 5793400 309 6415 3L392B 03 56900 84731F 387700 F87700 (CIN F2MTR28241GW011001AC) was increased by \$145,347.60 from \$0.00 to \$145,347.60

The contract ACRN AL has been added.

The CIN F2MTR28241GW011001AC has been added.

SUBCLIN 1003AA:

AM: 1791804 22M1 260 3595P 056521 2D CP4902 00 0610A9BTBOHT (CIN

N0610A19RCP49021003AA) was increased by \$5,000.00 from \$0.00 to \$5,000.00

The contract ACRN AM has been added.

The CIN N0610A19RCP49021003AA has been added.

The Cost Code 0610A9BTBOHT has been added.

SUBCLIN 1003AB:

AK: 1791106 3B1D 252 67856 067443 2D 3B1D 00 05019RCQQ002 (CIN M0605019RCQQ0021003AB) was increased by \$5,000.00 from \$0.00 to \$5,000.00

The contract ACRN AK has been added.

The CIN M0605019RCOO0021003AB has been added.

The Cost Code 05019RCQQ002 has been added.

SUBCLIN 1003AC:

AL: 5793400 309 6415 3L392B 03 56900 84731F 387700 F87700 (CIN F2MTR28241GW011003AC) was increased by \$5,000.00 from \$0.00 to \$5,000.00

The contract ACRN AL has been added.

The CIN F2MTR28241GW011003AC has been added.

SUBCLIN 1003AD:

AN: 1791804 22M1 251 3595P 056521 2D CP4900 00 0610A9BTBOHQ (CIN N0610A19RCP49001003AD) was increased by \$404,319.94 from \$0.00 to \$404,319.94

The contract ACRN AN has been added.

The CIN N0610A19RCP49001003AD has been added.

The Cost Code 0610A9BTBOHQ has been added.

(End of Summary of Changes)